

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-12-61952

HUD CASE NO. 07-12-0222-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

SIR PARK PLACE, LLC

500 E. Court Ave

Des Moines, IA 50309-2057

STEADFAST COMPANIES

18100 Von Karman Ave

Ste 500

Irvine, CA 92612-0196

CONNIE PETTIECORD

Park Place Apartments Ofc

615 Park St

Des Moines, IA 50309-1602

COMPLAINANT

NICOLE RUDE

3115 Majestic St.

Bismarck, ND 58504

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the parties: Complainant alleged Respondents refused to renew her lease based on sex (female). Complainant alleged that in September or October 2011, she received a letter from Respondents stating their intention to renew her lease. On November 04, 2011, police were called to Complainant's apartment due to a domestic abuse incident between her and her boyfriend. Complainant alleged that when she went to explain the matter to Respondent Connie Pettiecord (Manager of Park Place Apartments), Pettiecord told her that her lease would not be renewed, and stated, "In my apartment building, 911 doesn't come at night." Complainant alleges Respondents discriminated against her because of her sex, as a victim of domestic violence. Complainant alleges Respondents' policy of not renewing leases due to 911 calls has a disproportionate disparate impact on female residents because most victims of domestic abuse are female.

Respondent SIR Park Place, LLC owns the subject property, Park Place Apartments, located at 615 Park Street, Des Moines, Iowa. Respondent Steadfast Companies manages the subject property. Respondent Connie Pettiecord is the Manager of Park Place Apartments. Respondents allege that the Des Moines Police Department requested access to the building on the weekend of November 04, 2011 because of a dispute going on in Complainant's apartment. Pettiecord alleges that within minutes she began receiving calls from concerned residents. Respondents allege that Complainant came to the office

November 07, 2011 and asked Pettiecord if she had heard about the weekend incident. When Complainant expressed concern about the neighbors being angry with her, Pettiecord responded, "Park Place does not get a lot of late night police calls, so it is to be expected that the neighbors were concerned for her safety and their own." Respondents allege this is the statement that Complainant misconstrued. Respondents allege Complainant elected not to renew her lease, completing a Notice of Intent to Vacate at expiration of her lease term, November 30, 2011. Complainant vacated the unit November 30, 2011.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants, within 30 days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a statement indicating the necessary posters have been placed to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, within 45 days of Respondents' receipt of a Closing Letter from the Commission.

10. Respondents agree to pay Complainant the sum of One Thousand Dollars (\$1,000.00), less no deductions. Respondents agree to send the check to Complainant at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, within seven (7) days of Respondents' receipt of a Closing Letter from the Commission.

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SIR Park Place, LLC, RESPONDENT

Date

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Steadfast Companies, RESPONDENT

Date

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Connie Pettiecord, RESPONDENT

Date

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Nicole Rude, Complainant

Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION